

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
ATLANTA BRANCH OFFICE

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WISE ALLOYS, LLC

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And

CASE 10–CA–34319

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS,
LOCAL 558

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Katherine Chahrouri, Esq.,
Counsel for General Counsel.

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William G. Miossi, Esq. and
Gina M. Petro, Esq.,
Counsel for Respondent.

Lance Blackstock,
Counsel for Charging Party.

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DECISION

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Statement of the Case

A hearing was held in Sheffield and Huntsville, Alabama on January 26 and 27 and June 14, 2004. I have considered the entire record and briefs including supplemental briefs,¹ filed by Respondent and General Counsel in reaching this decision.

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Jurisdiction

At material times Respondent has been a Delaware corporation with an office and place of business in Sheffield, Alabama, where it has been engaged in the manufacture of sheet aluminum for processing into aluminum cans. During the past 12 month period Respondent, in conducting those business operations, sold and shipped goods valued in excess of \$50,000 directly to customers outside Alabama. Respondent has been an employer engaged in commerce within the meaning of the National Labor Relations Act, at all material times.

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¹ In her brief Counsel for General Counsel pointed out that the record did not include G.C. Exh. 12, 13 and 14 and she moved for their receipt. I agree with Counsel for General Counsel that those exhibits were received during the hearing, should be included in the record and they are received.

Labor Organization

At material times the Charging Party has been a labor organization within the meaning of the Act.

Bargaining Unit

The following employees at Respondent's Sheffield, Alabama facility constitute a unit appropriate for the purposes of collective bargaining:

Employees performing maintenance and/or operations work in the plant of the Company, coming under the jurisdiction of the Unions signatory hereto.²

At all material times the Union has been the exclusive collective bargaining representative of the unit employees. The most recent bargaining agreement is effective from December 6, 2002 through November 1, 2007.

The Alleged Unfair Labor Practice evidence

This controversy involves allegations that Respondent unilaterally changed its hiring practices in February 2003. Instead of using the Union's hiring hall as its exclusive source for bargaining unit employees Respondent started also using other sources including the Alabama employment office.

The collective bargaining agreements

The Union had a bargaining relationship with Respondent's predecessor employer, Reynolds Aluminum, from the 1940s. In 1999 Respondent purchased Reynolds assets and Respondent recognized the Union as representative of unit employees. Respondent started operations on April 1, 1999.

Union business manager Lance Blackstock testified that Reynolds Aluminum owned the relevant manufacturing facility at Muscle Shoals,³ Alabama until April 1999. From the 1940s the Union represented Reynolds' bargaining unit employees. Blackstock testified that Reynolds' practice during that time from the 1940s until the end of March 1999 was to fill bargaining unit positions through exclusive use of the Union's hiring hall. Larry Hester corroborated that testimony. Hester worked for both Reynolds and Respondent⁴ as personnel officer. Hester's testimony and the full record including documents received in evidence showed that Hester was the official that actually handled hiring of bargaining unit employees before February 2003.

² Union business manager Lance Blackstock testified without dispute that the bargaining unit includes electrical technicians and crane operators.

³ As shown herein the relevant Respondent facility is sometimes referred to as the Muscle Shoals or the Sheffield or the Lister Hill, facility.

⁴ Hester worked for Respondent from April 1999 through January 31, 2003.

For a time here was no written agreement regarding Reynolds and Respondent's use of the Union hiring hall.⁵ Instead the employers, both Reynolds and Respondent, exclusively used the Union hiring hall pursuant to verbal agreements. On November 1, 2002 Respondent and the Union set their agreement in writing:

"All hiring practice remains as is (as established prior to 4/1/99) Electrical Tech & Crane Operators." (General Counsel Ex. 6; Joint Exh. 2, pp. 61-62)

The practice from 1999:

The earlier unfair labor practice charge:

Lance Blackstock testified that Respondent initially changed its hiring practices in July 1999. The Union filed an unfair labor practice charge against Respondent on September 8, 1999 alleging that Respondent had informed the Union it would no longer utilize the hiring hall exclusively when hiring new employees (Joint Exh. 3). However, according to Blackstock, Respondent agreed to restore its former hiring hall practice. That alleged agreement occurred during a meeting at the NLRB resident office on December 16, 1999. Respondent contended that it did not agree during that meeting to use the Union hiring hall as its exclusive source for unit employees.

Evidence regarding Respondent's practice before 2003:

Larry Hester testified that he would contact the Union by phone whenever Reynolds Aluminum needed unit employees. When Respondent started operations on April 1, 1999 Hester was responsible for filling unit positions and he used the Union hiring hall as the exclusive source for those employees.

Hester's testimony under both direct and cross examination, showed that Respondent initially used the Union hiring hall as its exclusive source to fill bargaining unit jobs from April 1 until mid to late summer 1999. After recalling all "IBEW members" on the recall list⁶ in the late summer "Buzz" Wilhelm⁷ instructed Hester to "go for outside source for candidates." From that point until around Christmas 1999, Hester used the IBEW, the state employment service and advertising in the newspaper, in consideration of filling bargaining unit jobs. Hester testified that Wilhelm told him around Christmas, "in settlement of various Board charges that he had with IBEW that I was instructed to go back to using our system that we had used with Reynolds." From that time until he was discharged at the end of January 2003, Hester used the Union hiring hall as his exclusive source for bargaining unit employees.

⁵ Lance Blackstock testified there were no written contract provisions in the Reynolds collective bargaining agreements and 1999 Wise Alloy collective bargaining agreement regarding the hiring hall.

⁶ The Union's collective bargaining agreement with Reynolds included a clause whereby Reynolds agreed to require any successor employer to, among other things, (1) extend offers of employment to Reynolds bargaining unit employees; and (2) maintain a preferential hiring list of Reynolds bargaining unit employees until the successor employer completed its hiring during the first 3 months after start-up (General Counsel Exhibit 3). In March 1999 before starting its operation of the Muscle Shoal facility Respondent signed a similar agreement with the Union (General Counsel Ex. 5). Respondent started operations at Sheffield on April 1, 1999, and the initial three-month period extended through June 1999.

⁷ Buzz Wilhelm was identified in the record as John Wilhelm.

Sandra Scarborough has been Respondent’s human resources manager since January 2003. Scarborough testified that her practice regarding placement of unit employees since she was hired, has been to notify the Union hiring hall and the Alabama employment security system of openings (see Respondent Exh. 10-20). As to records such as job applications and referrals dated before she became Respondent’s resources manager, Scarborough testified that she did not know whether those records were in regard to placement in bargaining unit positions or in positions in one of Respondent’s locations away from Muscle Shoals. Larry Hester testified on rebuttal that Respondent had other facilities including one it opened in late 1999 to restart the Southern Reclamation Plant. Those other facilities represented jobs covered by the personnel records referred to by Scarborough but the employees of those other facilities were not part of the bargaining unit.

Findings:

Credibility:

The disputed material issue concerns the question of what was Respondent’s practice regarding filling bargaining unit jobs.

As to what was Respondent’s hiring practice before the alleged unfair labor practices, two questions are pertinent:

1. Did the parties have an agreement regarding use of the Union’s hiring hall?

Lance Blackstock⁸ testified that first Reynolds then Respondent, verbally agreed with the Union to use the Union hiring hall as its exclusive source of bargaining unit employees. As shown more fully below, I credit Blackstock’s testimony.

There was no written agreement regarding exclusive use of the Union hiring hall until November 1, 2002. The parties agreed to the following on that date:

(15) All hiring practice remain as is (as established prior to 4/1/99) Electrical Tech & Crane Operators.

Credibility Findings as to the written agreement:

Robert Marion admitted that during 2002 negotiations the Union suggested that the above cited proposed contract clause meant Respondent was to use the Union hiring hall exclusively. Marion, as well as John Wilhelm, testified it was never Respondent’s intent to exclusively use the Union hiring hall. Nevertheless, Respondent agreed to the above clause and it said nothing to the Union about not agreeing to the Union’s interpretation of that clause. As shown below, I find

⁸ None of the witnesses with the exception of one, demonstrated overt showings which reflected on my credibility findings. That one was John Wilhelm. Mr. Wilhelm appeared reluctant to give a straightforward answer to questions and I was not impressed with his overall demeanor. All the other witnesses for General Counsel, Charging Party and Respondent were well composed and gave no outward showing of either truthfulness or untruthfulness. Even though demeanor played a part in my findings it was not based on anything so obvious as nervousness or other outward signs.

that Marion and Wilhelm's testimony is not credible in view of the demeanor of Marion and Wilhelm and numerous conflicts between that testimony and the credited evidence.

I find the language of the agreement is clear and the evidence shows that Respondent knew of its meaning from the time of its agreement. Respondent admittedly knew the Union wanted the clause in the contract to order to ensure exclusive use of the Union hiring hall and John Wilhelm testified that he understood that Reynolds had exclusively used the Union hiring hall for unit jobs. Against that background Respondent agreed to the contract provision as proposed by the Union. Therefore, I credit the evidence showing the parties had a written agreement from November 1, 2002, that Respondent would exclusively use the Union hiring hall to fill bargaining unit positions.

2. What was Respondent's hiring practice before the alleged unfair labor practices?

Credibility Findings as to the practice:

Only one witness with direct knowledge of Respondent's actual pre February 2003 hiring hall practices testified. Larry Hester was the person that directly operated Respondent's unit hiring practices until January 31, 2003.

Other witnesses were less competent to testify on the overall issue. Sandra Scarborough directly operated Respondent's hiring after January 2003. However she had no first hand knowledge of the practice before that time. Union employees Lance Blackstock and Wesley Thompson testified but only Blackstock testified regarding Respondent's past practice. Blackstock demonstrated that he was competent to testify in regard to referrals that Respondent actually hired. Blackstock was not competent to testify as to possible referrals that were considered but not hired.

Blackstock competently testified that all of Respondent's August 15, 2003 unit employees (Joint Exhibits 5 and 6) were referred by the Union hiring hall with the exception of five crane operators. Respondent's business records show those five crane operators were hired on and after April 8, 2003. The five crane operators were hired through sources other than the Union hiring hall.

Even though he was not competent to testify as to which sources Respondent's used in considering applicants for unit positions, Blackstock's testimony as well as the information contained in Joint Exhibits 5 and 6, regarding Respondent's August 15, 2003 unit employees, does lend support to the testimony of Larry Hester. Blackstock's testimony regarding Respondent's actual hires shows that Respondent did not hire any bargaining unit employee from a source outside the Union hiring hall except the five crane operators. That supports Hester's testimony that not only did Respondent not hire anyone from a source other than the Union hiring hall, but also during Hester's tenure from 2000 until January 31, 2003, Respondent did not consider hiring anyone in the bargaining unit that was not referred by the Union hiring hall.

Robert Marion, John Wilhelm, William Miossi and John Cameron were all associated with Respondent at some material time, but none of those witnesses were competent to testify as to Respondent's actual practices. Robert Marion testified that he was the chief negotiator and the

supervisor of the human resources manager. He testified about negotiations and his knowledge of Respondent's use of sources for bargaining unit employees. However it is evident from the record that Marion did not engage in the actual work of contacting sources for bargaining unit workers. In consideration of their demeanor and the full record, I credit the testimony of Larry Hester and do not credit the testimony of Robert Marion especially to the extent the two are in conflict.

A similar situation was presented through the testimony of John Wilhelm.⁹ For the time he was employed Wilhelm supervised the work of Larry Hester. He testified that he did not recall that the parties settled the prior unfair labor practice case in the December 16, 1999 meeting at the NLRB resident office and he did not recall telling Larry Hester to return to a practice of exclusively using the Union hiring hall for unit employees. Wilhelm's testimony conflicted with other evidence including the testimony of Larry Hester and the rebuttal testimony of Lance Blackstock. Wilhelm denied telling Blackstock that he did not recall anything of the December 16 meeting at the NLRB office. Blackstock testified in rebuttal that Wilhelm did tell him that he did not recall anything of the December 16 meeting. I do not credit Wilhelm to the extent his testimony conflicted with credited evidence and I credit the testimony of Blackstock, which illustrated that Wilhelm's testimony conflicted with earlier comments he made to Blackstock.

William Miossi was Respondent's attorney. His testimony was limited to the December 16, 1999 meeting in the NLRB regional office and did not involve Respondent's sources for hiring unit employees. In view of the full record I do not credit Miossi to the extent his testimony conflicted with credited evidence.¹⁰

John Cameron is Respondent's president and chief executive officer. His testimony included Respondent's hiring practices but Cameron admitted that he was not testifying from direct knowledge. I find that his testimony was not competent on the issue of what was Respondent's past practice regarding exclusive use of the Union hiring hall. In consideration of their demeanor and the full record, I credit the testimony of Larry Hester and do not credit the testimony of John Cameron especially to the extent the two are in conflict.

⁹ After initially failing to appear Wilhelm testified on June 14, 2004. Wilhelm was employed by Respondent as Vice-president of human resources from April 1999 until June 2000.

¹⁰ There was a great deal of disputed testimony regarding a December 16, 1999 meeting with the parties and the NLRB resident officer. The disputed evidence involved whether the parties agreed during that meeting to settle a prior unfair labor practice case alleging that Respondent had unilaterally changed from the exclusive use of the Union hiring hall to use of other sources in addition to the Union hiring hall. As shown above in my credibility determinations I credit those witnesses that testified the parties did agree that Respondent would thereafter use the Union hiring hall as the exclusive source in filling unit jobs. However, that issue is not determinative of the overall questions relevant to these proceedings. The actual material issues involve Respondent's contractual obligations and what was Respondent's practice regarding filling unit jobs before February 2003. I am convinced the overwhelming credited record shows that Respondent had a contractual obligation and it was Respondent's practice before February to use the Union hiring hall as its exclusive source for filling bargaining unit positions regardless of whether the parties agreed on December 16 to settle the outstanding unfair labor practice charge.

The record revealed that only Hester and Scarborough gave competent testimony regarding whether Respondent exclusively used the Union hiring hall regarding both considerations for hire and actual hire. Scarborough’s testimony included an explanation of the records in Respondent Exhibit 23. Initially it appeared she was testifying that the employees shown in that exhibit were referred to unit positions by sources in addition to the Union hiring hall. However, she subsequently admitted that those referrals were not necessarily to bargaining unit positions and may have been to jobs in other Respondent plants that did not include unit employees.¹¹

Larry Hester also testified that Respondent Exh. 23 included referrals for jobs at several other facilities in addition to Respondent’s Sheffield, Alabama facility.¹² That testimony by Hester was not rebutted and I credit Hester’s testimony and, to the extent there are conflicts I do not credit Scarborough.

In deciding to credit Hester I was also influenced by record documents. Larry Hester testified that he used the Union’s hiring hall as the exclusive source for bargaining unit employees with the exception of a period from the summer to Christmas in 1999. As shown above during that late 1999 period Hester used more than the one source for unit employees. In late 1999 or early 2000 Hester resumed use of the Union hiring hall as the exclusive source of unit employees.

The record includes various documents regarding sources used by Respondent to consider unit employees for hire.¹³

In view of my determinations noted above and the full credited record, I find that none of Respondent’s records, show that Respondent failed to exclusively use the Union hiring hall during the January 2000 to February 2003 period of time.

Respondent’s Argument:

In its brief, Respondent argued among other things, that it has hired a total of 142 personnel to fill Union bargaining unit positions and that, of that number, only a total of 24 were hired through the Union hiring hall. In support of that argument Respondent cited Respondent Exhibits 10-20; Joint Exhibits 5 and 6; and General Counsel Exhibit 4). From my examination of

¹¹ For example, Respondent Exhibit 23 included applicants James C. Turner and that application was faxed to Respondent on January 14, 2000; Thomas C. Campbell, which application was faxed to Respondent on January 18, 2000; and Danny L. Avery, which application was faxed to Respondent on February 4, 2000. None of those three applicants were employed in a bargaining unit position at any material time.

¹² Those jobs at facilities other than Sheffield did not include bargaining unit jobs.

¹³ Joint Ex. 5 shows all the crane operators in the bargaining unit and Joint Ex. 6 shows all the electricians in the bargaining unit, on August 15, 2003. Respondent Ex. 15¹³ includes applications Respondent received from the Union hiring hall. Respondent Ex. 17¹³ includes applications Respondent received from the Union hiring hall in 2000. Respondent Ex. 20¹³ includes applications Respondent received from the Union hiring hall in March 2003 before March 25. Respondent Ex. 21¹³ includes applications Respondent received from the Union hiring hall after March 25, 2003.

those records, there was no showing that Respondent hired 142 bargaining unit employees at material times.¹⁴

Joint Exhibits 5 and 6 list the bargaining unit employees as of August 15, 2003. Those two exhibits show that Respondent employed 107 bargaining unit employees on August 15. Of that 107, 45 were crane operators and 62 were electricians. Respondent recognized the Union as bargaining representative of unit employees and agreed with the Union to a collective bargaining agreement, in March 1999. Subsequently, a substantial number of the unit employees that worked for Reynolds Aluminum in March 1999 started work for Respondent when its operations began on April 1, 1999. Of the employees listed on Joint Exhibits 5 and 6, 62 of those employees worked for Reynolds Aluminum in March, started working for Respondent in April 1999 and were still working for Respondent on August 15, 2003.

Lance Blackstock testified without rebuttal that the remaining unit employees shown on Joint Exhibits 5 and 6 were all referred by the Union hiring hall except for 5 crane operators hired on and after April 8, 2003. Respondent's records support Blackstock's testimony. Sandra Scarborough was able to identify Union hall referrals by referral slips that remained attached to some employee applications. There were 24 employees that Scarborough identified through that manner. Therefore at least 86 of the August 15 employees were either employee in the Reynolds bargaining unit that moved over to Respondent on or after April 1, 1999 or employees that Respondent identified as being referred to bargaining unit jobs by the Union hiring hall. Additionally, as shown above, there is no dispute but that Respondent hired 5 crane operators on and after April 8, 2003 that were not referred by the Union hiring hall. Therefore, 91 of the 107 August 15 employees were identified through matters not in dispute.

Of the remaining 16 unit employees, there were no documents introduced by Respondent showing those employees were not referred to it by the Union hiring hall. As shown herein, Respondent introduced several documents showing employees that were allegedly considered for employment. However, Sandra Scarborough admitted that those documents might have shown applicants considered by Respondent for hire in facilities other than where unit employees worked. Larry Hester then testified that those particular documents were indeed for consideration in filling jobs at several of Respondent's facilities.

Therefore, I find the record does not support Respondent's argument.

Did Respondent change its past practice?

There is no dispute regarding Respondent's practice after the end of January 2003. As shown above, Sandra Scarborough has been Respondent's human resources manager since January 2003. Scarborough testified that her practice regarding placement of unit employees since she was hired, has been to notify the Union hiring hall and the Alabama State Employment Security System of openings (see Respondent Exhibits 10-20).

¹⁴ Respondent Exhibits 10 – 20 show applications Respondent allegedly received from several sources. General Counsel Ex. 4 shows craft seniority list for unit employees on April 1, 1999.

Lance Blackstock testified from Respondent's roster of bargaining unit employees (Joint Exh. 5) that all those employees were referred to Respondent through the Union hiring hall except for crane operators Grigsby, Box, Bolden, Short and Smith. Those five crane operators were not referred to Respondent through the Union hiring hall. Grigsby, Box, Bolden, Short and Smith were all hired on or after April 8, 2003. Even though Blackstock could not competently testify as to whether Respondent considered sources other than the Union hiring hall after January, he could and did competently testify that Respondent hired unit employees that had not been referred by the Union hiring hall beginning on April 8, 2003.

When taken together the undisputed evidence shows that Respondent used the Alabama employment security system as a source after January and that Respondent actually hired unit employees from a source other than the Union hiring hall beginning on April 8.¹⁵

Conclusions:

When reduced to their basic form the questions here are simple. Did Respondent unilaterally change its hiring practice? In dealing with that question there are two areas of inquiry. One is did the parties have a contractual agreement which Respondent breached by using sources other than the Union hiring hall. The second area of inquiry is did Respondent change its established practice by going to additional hiring sources without bargaining.

As shown above, the answer to the first inquiry is that Respondent and the Union had agreed to use the Union hiring hall as Respondent's exclusive source for bargaining unit employees. Initially Respondent and the Union like Reynolds and the Union before April 1, 1999, had an oral agreement that the employer would use the Union hiring hall exclusively for the selection of unit employees. On November 1, 2002 Respondent and the Union reduced that agreement to writing. In view of that evidence I find that at all material times Respondent and the Union had a collective bargaining agreement requiring Respondent to use the Union hiring hall as its exclusive source in filling unit jobs.

In regard to what was Respondent's practice before 2003, the full record shows that from April 1, 1999 Respondent's practice was to use the Union hiring hall as its exclusive source for filling unit jobs. Respondent departed from that practice from the summer until around Christmas 1999. After that short period Respondent returned to the exclusive use of the Union hiring hall until after Larry Hester was discharged at the end of January 2003

A final inquiry is, did Respondent continue to use the Union hiring hall as its exclusive source for unit employees after January 2003. The undisputed testimony of Sandra Scarborough shows that from the time she took over from Larry Hester Respondent considered applicants from several sources and from April 8, 2003 Respondent actually hired applicants received from sources other than the Union hiring hall.

¹⁵ Respondent told the Union it had legal advice that it could not lawfully rely exclusively on the Union hiring hall to fill unit positions. However, there was no evidence that such a legal opinion was valid under the law. There was nothing to show that the Union hiring hall failed to conduct its referrals under applicable laws.

Therefore, I find that Respondent’s collective bargaining agreement with the Union and its practice before February 2003 was to consider only referrals from the Union hiring hall in filling bargaining unit positions and that Respondent changed that practice in early 2003. Respondent did not offer to bargain over that change. I find that Respondent unilaterally changed its practice of exclusively using the Union hiring hall in violation of Section 8(a) (1) and (5) of the National Labor Relations Act.

Conclusions of Law

1. By unilaterally changing its practice of exclusively using the Union hiring hall to obtain employees in the below describe collective bargaining unit, the Respondent, Wise Alloys LLC, has engaged in unfair labor practices affecting commerce within the meaning of Section (a)(1) and (5) and Section 2(6) and (7) of the Act:

Employees performing maintenance and/or operations work in the plant of the Company, coming under the jurisdiction of the Unions signatory hereto.

Remedy

Having found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

ORDER

The Respondent, Wise Alloys LLC, its officers, agents, and representatives, shall

1. Cease and desist from unilaterally changing its practice of exclusively using the Union hiring hall to select bargaining unit employees.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Restore its past practice of exclusively using the Union hiring hall to hire employees for bargaining unit positions as described below:

Employees performing maintenance and/or operations work in the plant of the Company, coming under the jurisdiction of the Unions signatory hereto.

(b) Within 14 days after service by the Region, post at its Sheffield, Alabama facility copies of the attached notice marked “Appendix.”¹⁶ Copies of the notice, on forms provided by the Regional Director for Region 10, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and

¹⁶ If this Order is enforced by a Judgment of the United States Court of Appeals, the words in the notice reading “**POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD**” shall read “**POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD.**”

maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since February 1, 2003.

(c) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated at Washington, D.C.

Pargen Robertson
Administrative Law Judge

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board had found that we violated Federal labor law and has ordered us to post and obey this Notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities

WE WILL NOT unilaterally change our practice of selecting all bargaining unit employees as described below, exclusively from the Union hiring hall:

Employees performing maintenance and/or operations work in the plant of the Company, coming under the jurisdiction of the Unions signatory hereto.

WE WILL restore our practice of exclusively using the Union hiring hall to select all bargaining unit employees.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce employees in the exercise of the rights guaranteed them by Section 7 of the Act.

WISE ALLOYS, LLC
(Employer)

Dated: _____ **By:** _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov.

233 Peachtree Street NE, Harris Tower, Suite 1000, Atlanta, GA 30303-1531
(404) 331-2896, Hours: 8 a.m. to 4:30 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (404) 331-3292.